



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: PRE-CAST CONCRETE COVERS

CONTRACT #: 0307-08

CONTRACT DATES: 03/28/08 – 03/31/09

BUYER: Sharon A. Berndt
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): LAKELANDS CONCRETE PRODUCTS
7520 E. MAIN STREET
LIMA, NY 14485

PHONE: (585) 624-1990
FAX: (585) 624-2102

TERMS AND CONDITIONS

<u>BID ITEM:</u>	PRE-CAST CONCRETE COVERS
<u>FOR:</u>	DEPARTMENT OF TRANSPORTATION
<u>DEPARTMENT CONTACT:</u>	Timothy Frelie, (585) 753-7731
<u>DUPLICATE COPIES:</u>	<u>PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.</u>
<u>BID INFORMATION:</u>	At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
<u>SUBMITTAL OF FORMAL PROPOSAL:</u>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. COPIES AND FACSIMILES ARE NOT ACCEPTABLE.</p> <p>All bidders must submit proof that they have obtained the required Worker's Compensation and disability benefits coverage or proof that they are exempt.</p>
<u>SPECIFICATION ALTERATIONS:</u>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. Only formal written addenda can materially alter this set of specifications. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<u>QUANTITIES:</u>	The quantities listed on are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. <u>Estimates are based upon actual annual usage for 2006 by County departments only.</u>
<u>BRAND REFERENCE:</u>	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **March 31, 2009**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **sixty (60) days** after receipt of purchase order. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or his authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED**

FOR PAYMENT.

WARRANTY/ GUARANTEE:

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

UNCONTEMPLATED PURCHASES:

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

REPORT OF PURCHASE:

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and

employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance, or to assume any such liability for the County by the Contractor.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

PRE-CAST CONCRETE COVER FOR DROP INLET

GENERAL NOTE

The intent of this specification is to provide pricing for concrete catch basin covers. Monroe County currently has approximately 300 such covers on various roads that are in need of immediate replacement. The intent of this bid is to allow for the purchase of several different sizes in various sized orders over the next couple of years to allow replacement of these covers on various County roads, and also to purchase a stock of these for replacement at various locations as the need arises in the future.

SCOPE

This specification covers general material and quality requirements for reinforced pre-cast concrete catch basin covers (capstone). The AGENCY *will* consider alternatives proposed by the bidder for approval. 'Specification Sections' noted herein refer to the latest New York State Department of Transportation (NYSDOT) Standard Specifications.

MATERIAL REQUIREMENTS

Concrete:

A homogenous, portland cement concrete mixture shall be used to construct pre-cast units. The class of concrete shall be Class "D", or approved equivalent, suitable for thin structural applications and conforming to Specifications Section 555, Concrete for Structures. DCI Corrosion Inhibitor shall be included in the design mix at a rate of 4 gallons per cubic yard, when proposed reinforcement consists of materials prone to corrosion.

The finished units shall be pre-cast per the dimensions shown on the attached details. An approved penetrating sealer shall be applied to all exposed surfaces of the finished units.

Reinforcement:

Epoxy-coated #2 bars conforming to material specification 709-01, or approved equal, are hereby specified. The attached details indicate placement and spacing of re-bars.

The vendor may submit for approval alternate reinforcement methods which meet the design strength requirements for loading, such as epoxy-coated wire mesh or a fiber mesh material.

Minimum Loading:

The units shall be designed to withstand the equivalent of an (H-20) high loading.

Coating:

The capstones are to be coated with Sonneborn waterproofing system Sonoshield HLM 5000® or County-approved equal.

CONSTRUCTION DETAILS

Refer to the attached details for required exterior dimensions.

BASIS OF BID

The unit bid price for each size and type of concrete cover listed shall include all costs for fabrication and delivery to one (1) drop site per order, to be determined, within Monroe County. Delivery shall include the cost of unloading the complete order of finished units at the drop site.

The unit bid price for each size and type of concrete cover listed, as well as a special variable size for capstones that are not standard, shall be based on the respective quantity specified. The specific sizes needed would be ordered by MCDOT.

All covers to be delivered within 60 days of the order, with deliveries scheduled to arrive at point of destination between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, excluding holidays. Deliveries shall be scheduled a minimum of 48 hours in advance by contacting Mr. Alan Wegman, MCDOT, (or a contact from the respective AGENCY) at (585) 753-7845.

BP #0307-08
UNIT PRICE SHEET

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
SIZE "A", TYPE "C" (41x23), CONCRETE CURB FACE TYPE	\$171.00 / EACH
SIZE "b", TYPE "C" (41x28), CONCRETE CURB FACE TYPE	\$177.00 / EACH
SPECIAL VARIABLE SIZE CAP	\$30.00 /SQ. FOOT